

AVIAN FLU EXCLUSION

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases that appear in bold have special meaning as defined below or in the form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Endorsement; these titles have only been inserted for ease of reading.

This Endorsement is attached to the LR40, Farm and Home Liability Form, and, except as otherwise provided under this Endorsement, is subject to all terms, conditions, limitations and exclusions of such Form.

This exclusion is added to the **EXCLUSIONS** sections under each **COVERAGE A, B, C, D** under **Section I – FARM LIABILITY** and to paragraph **5. ADDITIONAL EXCLUSIONS FOR SECTION II** under **SECTION II – COMPREHENSIVE PERSONAL COVERAGES**:

Avian Flu – see Common Exclusions.

This exclusion is added to **COMMON EXCLUSIONS – ALL SECTIONS** under **Paragraph 7. of SECTION II – COMPREHENSIVE PERSONAL COVERAGES**:

AVIAN FLU

1. **Bodily injury, property damage, personal injury, or advertising injury** or Medical Payments or any other cost, loss or expense incurred by others, resulting from, in consequence of, or arising directly or indirectly from the actual or alleged avian flu or exposure to any avian flu or the use of any avian flu contaminated livestock, eggs, meat, meat products, or by-products;
2. Any damages or any loss, cost or expense arising out of any claim or **action** by or on behalf of any governmental authority or any other alleged responsible party because of, or any request, demand, order or statutory or regulatory requirement that any Insured or any other person or entity should, or should be responsible for:
 - 2.1. Assessing the presence, absence, or amount or effects of avian flu;
 - 2.2. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating the avian flu in any avian flu contaminated livestock, eggs, meat, meat products, or by-products; or
 - 2.3. Responding to the avian flu in any way other than as described in 2.1. and 2.2. above;
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the sub-paragraphs of paragraph 2. above; or
4. Any obligation to share damages with or repay someone else who must pay damages as described in paragraph 2. above.

This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the **bodily injury, property damage, personal injury, advertising injury** or Medical Payments.

All other terms and conditions of the Policy remain unchanged.